

**CITY OF NEWTON
PURCHASING DEPARTMENT**

CONTRACT FOR DEPARTMENT PUBLIC WORKS

**PROJECT MANUAL:
SUPPLY & DELIVER TWO (2) BACKHOES
INVITATION FOR BID #14-27
(Re-Bid of IFB #14-20)**

Bid Opening Date: October 10, 2013 at 9:30 a.m.

**AUGUST 2013
Setti D. Warren, Mayor**

**CITY OF NEWTON
PURCHASING DEPARTMENT
INVITATION FOR BID No. #14-27**

The City of Newton invites sealed bids from Contractors for:

SUPPLY & DELIVER (2) BACKHOES

Bids will be received until: **9:30 a.m., Thursday, October 10, 2013**
at the Purchasing Department, Room 204, Newton City Hall, 1000 Commonwealth Ave., Newton, MA 02459. Immediately following the deadline for bids all bids received within the time specified will be publicly opened and read aloud.

Contract Documents will be available online at : www.newtonma.gov/bids or for pickup at the Purchasing Department after **10:00 a.m., September 26, 2013.**

There will be no charge for contract documents.

Bid surety is not required with this bid.

The City is seeking bids for two (2) backhoes for the Department of Public Works meeting the specifications set forth in the Minimum Bid Specification Sheets at pp. 8-14 below. The vehicles shall be delivered by the company within approximately **90 business days** following notice of award. **This will be a one-time purchase. The winning contractor will receive a Purchase Order for these items.**

It is Bidder's responsibility to ensure its bid is submitted by the deadline for acceptance. Any bid received after the time for receipt established in this Invitation will be returned unopened. All bids are subject to the provisions of M.G.L. Chapter 30B. Award shall be made to lowest responsive and responsible bidder.

"Equal" - An item equal to that named or described in the specifications of the contract may be furnished by the Vendor and the naming of any commercial name, trademark or other identification shall not be construed to exclude any item or manufacturer not mentioned by name or as limiting competition but shall establish a standard of equality only. An item shall be considered equal to the item so named or described if (1) it is at least equal in quality, durability, appearance, strength and design; (2) it will perform at least equally the function imposed by the general design for the work being contracted for or the material being purchased; and (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the specifications. The name and identification of all materials other than the one specifically named shall be submitted to the City in writing for approval, at time of bid, use or fabrication of such items. Subject to the provisions of M.G.L., Ch. 30, Sec. 39J, approval shall be at the sole discretion of the City, shall be in writing to be effective, and the decision of the City shall be final. The City may require tests of all materials so submitted to establish quality standards at the Vendor's expense. All directions, specifications and recommendations by manufacturers for installation, handling, storing, adjustment and operation of their equipment shall be complied with; responsibility for proper performance shall continue to rest with the Vendor.

All bids shall be submitted as one ORIGINAL and one COPY.

All City of Newton bids are available on the City's web site, www.newtonma.gov/bids, Invitations for Bid. It is the sole responsibility of the contractor downloading these bids to ensure they have received any and all addenda prior to the bid opening. Addenda's will be available online within the original bid document as well as a separate file. If you download bids from the internet site and would like to make it known that your company has done so, you may fax the Purchasing Department (617) 796-1227 or email purchasing@newtonma.gov with your NAME, ADDRESS, PHONE, FAX AND INVITATION FOR BID NUMBER.

The City will reject any and all bids in accordance with the above referenced General Laws. In addition, the City reserves the right to waive minor informalities in any or all bids, or to reject any or all bids (in whole or in part) if it be in the public interest to do so.

CITY OF NEWTON
Nicholas Read
Chief Procurement Officer
September 26, 2013

CITY OF NEWTON
DEPARTMENT OF PURCHASING
INSTRUCTIONS TO BIDDERS

ARTICLE 1 - BIDDER'S REPRESENTATION

- 1.1 Each General Bidder (hereinafter called the "Bidder") by making a bid (hereinafter called "bid") represents that the Bidder has read and understands these Bidding Documents, Contract Forms, Conditions of the Contract, General Requirements and Project Specifications (collectively, referred to as the "Contract Documents") and the bid is made in accordance therewith.
- 1.2 Failure to so examine the Contract Documents and work site will not relieve any Bidder from any obligation under the bid as submitted.

ARTICLE 2 - REQUEST FOR INTERPRETATION

- 2.1 Bidders shall promptly notify the City of any ambiguity, inconsistency, or error which they may discover upon examination of the Contract Documents.
- 2.2 Bidders requiring clarification or interpretation of the Contract Documents shall make a written request to the *Chief Procurement Officer*, at purchasing@newtonma.gov or via facsimile (617) 796-1227. The City will only answer such requests if received by Friday, **October 4, 2013 at 12:00 noon**.
- 2.3 Interpretation, correction, or change in the Contract Documents will be made by addendum which will become part of the Contract Documents. The City will not be held accountable for any oral communication.
- 2.4 Addenda will be emailed to every individual or firm on record as having taken a set of Contract Documents.
- 2.5 Copies of addenda will be made available for inspection at the location listed in the Invitation for Bids where Contract Documents are on file, in addition to being available online at www.newtonma.gov/bids.
- 2.6 Bidders or proposers contacting ANY CITY EMPLOYEE regarding an Invitation for Bid (IFB) or a Request for Proposal (RFP), outside of the Purchasing Department, once an IFB or RFP has been released, may be disqualified from the procurement process.
- 2.7 Bidders downloading information off the internet web site are solely responsible for obtaining any addenda prior to the bid opening. If the bidder makes itself known to the Purchasing Department, at purchasing@newtonma.gov or via facsimile (617) 796-1227, it shall be placed on the bidder's list. Bidders must provide the Purchasing Department with their company's name, street address, city, state, zip, phone, fax, email address and **INVITATION FOR BID #14-27**.

ARTICLE 3 - MBE PARTICIPATION

- 3.1 Notice is hereby given that the Mayor's Affirmative Action Plan for the City of Newton in effect at the time of this solicitation is applicable to all construction contracts in excess of \$10,000.00.
- 3.2 Notice is hereby given that the City of Newton Minority/Women Business Enterprise Plan and the Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program in effect at the time of this solicitation are applicable to all City contracts for goods and services in excess of \$50,000.00.
- 3.3 Copies of the Plans and Program referred to in Sections 3.1 and 3.2 are available at: www.newtonma.gov/purchasing.

ARTICLE 4 - PREPARATION AND SUBMISSION OF BIDS

- 4.1 Bids shall be submitted on the "Bid Form" as appropriate, furnished by the City.
- 4.2 All entries on the Bid Form shall be made by typewriter or in ink.
- 4.3 Where so indicated on the Bid Form, sums shall be expressed in both words and figures. Where there is a discrepancy between the bid sum expressed in words and the bid sum expressed in figures, the words shall control.
- 4.4 The Bid, including the bid deposit shall be enclosed in a sealed envelope with the following plainly marked on the outside:
- * GENERAL BID FOR: **#14-27**
 - * NAME OF PROJECT: **SUPPLY & DELIVER (2) BACKHOES**
 - * BIDDER'S NAME, BUSINESS ADDRESS, AND PHONE NUMBER
- 4.5 Date and time for receipt of bids is set forth in the Invitation for Bids.
- 4.6 Timely delivery of a bid at the location designated shall be the full responsibility of the Bidder. In the event that Newton City Hall is closed on the date or at the time that bids are due, the date and time for receipt of bids shall be on the next business day following that the Newton City Hall is open.
- 4.7 Bids shall be submitted with one **original** and one **copy**.
- 4.8 Be advised that a new Massachusetts law has been enacted that required all employees who work on Massachusetts public works construction sites must have no less than 10 hours of OSHA-approved safety and health training. See Chapter 306 of the Acts of 2004, which became effective July 1, 2006.
1. This requirement will apply to any general bid or sub bid submitted.
 2. This law directs the Massachusetts Attorney General to restrain the award of construction contracts to any contractor who is in violation to this requirement and to restrain the performance of these contracts by non-complying contractors.
 3. The contractor and all subcontractors on this project will be required to provide certification of compliance with this requirement. Non-compliance with this law will disqualify you from bidding on public contracts.

ARTICLE 5 - ALTERNATES

- 5.1 Each Bidder shall acknowledge alternates (if any) in Section C on the Bid Form.
- 5.2 In the event an alternate does not involve a change in the amount of the base bid, the Bidder shall so indicated by writing "No Change", or "N/C" or "0" in the space provided for that alternate.
- 5.3 Bidders shall enter on the Bid Form a single amount for each alternate which shall consist of the amount for work performed by the Contractor.
- 5.4 The low Bidder will be determined on the basis of the sum of the base bid and the accepted alternates.

ARTICLE 6 - WITHDRAWAL OF BIDS

- 6.1 Any bid may be withdrawn prior to the time designated for receipt of bids on written or electronic request. Electronic withdrawal of bids must be confirmed over the Bidder's signature by written notice on or before the date and time set for receipt of bids.
- 6.2 Withdrawn bids may be resubmitted up to the time designated for the receipt of bids.
- 6.3 No bids may be withdrawn within sixty (60) days, Saturdays, Sundays and legal holidays excluded, after the opening of the bids.

ARTICLE 7 - CONTRACT AWARD

- 7.1 The City will award one (1) contract the responsive and responsible offering the lowest price for the two (2) backhoes. Bidder within sixty (60) days, Saturdays, Sundays, and legal holidays excluded, after the opening of bids.
- 7.2 The City reserves the right to waive minor informalities in or to reject any or all Bids if it be in the public interest to do so.
- 7.3 The City reserves the right to reject any bidder who has failed to pay any local taxes, fees, assessments, betterments, or any other municipal charge, unless the bidder has a pending abatement application or has entered into a payment agreement with the collector-treasurer.
- 7.4 As used herein, the term "lowest responsible and responsive Bidder" shall mean the Bidder (1) whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary for the faithful performance of the work; (2) who has met all the requirements of the invitation for bids; (3) who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (4) who, where the provisions of section eight B of chapter twenty-nine apply, shall have been determined to be qualified thereunder.
- 7.5 Subsequent to the award and within five (5) days, Saturday, Sundays and legal holidays excluded, after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the City a contract in the form included in the Contract Documents in such number of counterparts as the City may require.
- 7.6 In the event that the City receives low bids in identical amount from two or more responsive and responsible Bidders, the City shall select the successful Bidder by a blind selection process chosen by the City such as flipping a coin or drawing names from a hat. The low Bidders who are under consideration will be invited to attend and observe the selection process.

ARTICLE 8 - TAXES

- 8.1 The Bidder shall not include in this bid any tax imposed upon the sale or rental of tangible personal property in this Commonwealth, such as any and all building materials, supplies, services and equipment required to complete the work.
- 8.2 The City is exempt from payment of the Massachusetts Sales Tax, and the Bidder shall not include any sales tax on its bid. The City's exemption Number is E-046-001-404.

END OF SECTION

CITY OF NEWTON
DEPARTMENT OF PURCHASING
BID FORM #14-27

- A. The undersigned proposes to supply and deliver the materials and/or equipment and/or supplies specified below in full accordance with the Contract Documents and Project Manual supplied by the City of Newton entitled:

SUPPLY & DELIVER (2) BACKHOES

for the contract price(s) specified below, subject to additions and deduction according to the terms of the specifications.

- B. This bid includes addenda number(s) _____, _____, _____, _____,

- C. The Bidder proposes to supply and deliver (2) Backhoes according to the Specifications below at the following price, FOB delivered to Newton, MA:

SUPPLY & DELIVER (2) BACKHOES

Individual Price per Backhoe - \$_____

TOTAL PRICE \$_____

AND (Price In Words) _____

COMPANY:_____

State Delivery Time (number of calendar days after receipt of order):

- D. The undersigned has completed and submits herewith the following documents:

- ☐ Signed Bid Form, 2 pages
- ☐ Bidder's Specification Sheets, 6 pages
- ☐ Bidder's Qualification s and References Form, 2 pages
- ☐ Certificate of Non-Collusion, 1 page
- ☐ Debarment Letter, 1 page
- ☐ IRS Form W-9, 1 page

- E.** Prompt Payment Discounts. Bidders are encouraged to offer discounts in exchange for an expedited payment. Payments may be issued earlier than the general goal of within 30 days of receipt of the invoice only when in exchange for discounted prices. Discounts will not be considered in determining the lowest responsible bidder.

Prompt Payment Discount _____ % _____ Days

Prompt Payment Discount _____ % _____ Days

Prompt Payment Discount _____ % _____ Days

- F.** The undersigned agrees that, if selected as contractor, s/he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the City of Newton, execute a contract in accordance with the terms of this bid. The undersigned hereby certifies that s/he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that's/he will comply fully with all laws and regulations applicable to awards made subject to M.G.L. Chapter 30B. The successful bidder will be required to furnish a Performance Bond each in the amount of 100% of the contract total.

The undersigned further certifies under the penalties of perjury that this bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this section the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from public contracting or subcontracting in the Commonwealth under the provisions of M.G.L. Chapter 29, Section 29F or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Date _____

(Name of Bidder)

BY: _____

(Printed Name and Title of Signatory)

(Business Address)

(City, State Zip)

(Telephone & FAX)

(E-mail address)

NOTE: If the bidder is a corporation, indicate state of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses of all partners; if an individual, give residential address if different from business address; and, if operating as a d/b/a give full legal identity. Attach additional pages as necessary.

END OF SECTION

CITY OF NEWTON

DEPARTMENT OF PUBLIC WORKS

PURCHASE OF TWO BACKHOES

Minimum Bid Specification Sheets

- Unit bid shall be currently advertised and produced model with all the latest standard features whether or not called for in these specifications. Standard equipment shall be defined in current manufacturer's literature. (Provide current brochure/specifications of the unit bid)
- Indicate compliance by inserting either a YES or NO answer in the space provided.
- A 'YES' answer indicates 100% compliance with the entire statement. Manufacturer's bid is allowed to meet, or exceed, stated specifications, unless otherwise quantified.
- Explain all 'NO' answers in detail on a separate page, clearly referencing the relevant non-conforming item(s) by section and item number.
- Any materials deviations from specifications must be noted or bid will be deemed nonresponsive and will not be considered.

General

(Answer YES or NO)

1. _____ Construction duty, 14 foot class extendable backhoe loader. Manufacturer to supply minimum 12 month/unlimited hours warranty on all components.
2. _____ All specifications advertised must comply with SAE recommended practice or ISO standards.
3. _____ One piece unitized mainframe and componentized driveline. Front and rear machine tie downs, cast iron kingpost, and front bumper.
4. _____ Resilient rear fenders, right side fuel tank, and lockable toolbox.
5. _____ Lockable rear-tilting, one-piece hood for ease of service.
6. _____ Cast-reinforced sealed pins and grooved bushings with 50-hour lubrication interval.
7. _____ Machine includes operator manual; safety manual, and safety decals, in English.
8. _____ OEM front hydraulic coupler with 3rd hydraulic valve.
9. _____ 36" swinger bucket.
10. _____ Wainwright manual coupler on backhoe with 12", 18" and 24" digging buckets.
11. _____ Hydraulic boom suspension for ride control.

Seat/Operator Platform

(Answer YES or NO)

1. _____ Seat: Slide-back, suspension cloth seat adjustable for sliding fore/aft, front up/down, rear. Up/down, backrest fore/aft, lumbar, rotate 180 degrees, weight, arm-rests up/down, and a two inch retractable seat belt.
2. _____ Enclosed Cab: Pressurized cab with deluxe trim with Left and right side entry. Full, padded, washable rubber floor mat, interior rear view mirror, four adjustable front halogen work lights front and four adjustable rear halogen work lights. Flat panel, partial or fully opening left and right side windows. One-piece rear window with assist cylinders that open and can be stored overhead. Front and rear windshield wiper and washer. Heater/defroster. Storage trays, floor mat tool/lunch box storage area, handrails, cup holder, coat hook, backup alarm, 2-12 volt mobile power sockets.

Loader – General Purpose

(Answer YES or NO)

Unit to be equipped with an integrally mounted front-end loader meeting the following criteria:

1. _____ Single, self-leveling bucket cylinder with dual lift cylinders.
2. _____ Minimum 92.5", 1.3 cubic yard capacity heavy duty bucket.
3. _____ Minimum 7,300 lb. lift capacity.
4. _____ Minimum 12,445 loader bucket breakout force.
5. _____ Minimum 8'9" dump clearance.
6. _____ Single multi-functioning pilot-operated loader control joystick with integral transmission disconnect switch, float, return-to-dig, multi-purpose loader bucket activation via a roller switch, forward/reverse direction switch, neutral button, kick-down button on power shift option.
7. _____ Bucket rollback 45 degrees, dump angle 49 degrees.

Engine

(Answer YES or NO)

1. _____ Turbocharged, water-cooled, direct injection diesel with solid, cast cylinder head, integrated water and oil pumps, 35-degree operating angle, and engine fan guard, coolant protection to 35 degrees Fahrenheit.
2. _____ Meets or exceeds U.S. Federal Emissions standards.
3. _____ Displacement: 4 cylinder, 293 CID (4.8 liter) minimum.
4. _____ Performance: Max torque of 273 ft. lbs. @ 1600 rpm, 28% torque rise.
5. _____ Air Cleaner: Dual element, dry type with cleanable outer element, replaceable inner element, and restriction indicator within instrument panel. (Optional pre-cleaner available).
6. _____ Fuel Filtering: Two stage fuel-filtering system utilizing a water/sediment separator and spin-on type filter element.
7. _____ Lubrication: Full-flow pressure lubrication with spin-on filter cartridge.
8. _____ Horsepower Output: Minimum 90 SAE Net engine HP at 2200 RPM.
9. _____ Throttle Control: To be hand and foot operable.
10. _____ Cooling System: Air to fluid coolers.
11. _____ Separately serviceable radiator and tilt-forward hydraulic cooler.
12. _____ Cold start aid: Engine block pre-heater.

Front Axle – 4WD

(Answer YES or NO)

1. _____ 4WD Type: Curved, industrial cast iron, fixed tread width axle with single, centrally mounted, double acting steering cylinder mounted behind axle for protection, remote grease fitting for axle pivot pin, outboard planetary final reduction, shift on the go engage/disengage.
2. _____ Spring applied, hydraulically released 4wd clutch/disc pack.
3. _____ Automatic effective 4wd engagement when applying brakes in 3rd or 4th gear.
4. _____ Tread width: Front tires must ride inside specified loader bucket cutting width.
5. _____ Steering: Hydrostatic power with priority valve.
6. _____ 55 degree steering angle, 16- degree total axle oscillation both sides.
7. _____ Steering wheel lock to lock turns - no greater than 4 in either direction.
8. _____ Tilt steering column with infinite positions and positive mechanical lock.

Transmission

(Answer YES or NO)

1. _____ Separate unit mounted to engine containing torque converter and all transmission components.
2. _____ Connected to the rear axle via drive shaft. Forward/reverse switch on multi-functioning pilot operated loader joystick and a directional lever on steering column.
3. _____ Type: Completely sealed 12.2-inch torque converter, 4 speeds forward, 4 speeds reverse. Fully synchronized shifts in all gears.
4. _____ Electrically operated shuttle control.
5. _____ Lubrication and Air to fluid type transmission oil cooler equipped.
6. _____ Cooling systems: Pressure lubrication with spin-on cartridge filter.
7. _____ Electrically operated and located on the transmission gear.
8. _____ Disconnect: shift lever and loader control joystick to allow disengagement of transmission for shifting or loader operations.
9. _____ Power shift transmission is available as an option.

Rear Axle

(Answer YES or NO)

1. _____ Separate unit rigidly mounted to mainframe and connected to transmission via drive shaft.
2. _____ Heavy-duty double reduction. Outboard planetary gear final reduction.
3. _____ Traction control: Foot activated, full 100% differential lock on rear axle to provide automatic equalization of wheel spin under conditions of unequal footing.

Tires 4WD

(Answer YES or NO)

1. _____ 4WD Front: 12.5/80-18, 14 Ply, 8-bolt configuration.
2. _____ 4WD Rear: 19.5L-24, 10 Ply, 10-bolt configuration.

Brakes

(Answer YES or NO)

1. _____ Type: Sealed, servo power assisted wet multiple discs. Must be able to operate brake pedals independently as turning brakes or locked together for road operation with heel on floor.
2. _____ Pedals serrated for firm grip.
3. _____ Actuation: Hydraulically operated, self-adjusting, self-equalizing type.
4. _____ Separate master cylinder and brake oil reservoir.
5. _____ Automatic effective 4 wheel drive engagement when in 3rd and 4th gears.
6. _____ Park Brake: Applied via mechanical lever, accessible in driving or backhoe positions. External disc with caliper, mounted on rear drive shaft, ahead of rear axle center housing.

Electrical System

(Answer YES or NO)

1. _____ Type: 12-volt system with 95 amp (minimum) alternator. Enclosed, protected wiring harness meeting ISO standard with weatherproof connectors.
2. _____ Battery: Single, rated at 690 cold cranking amps. Low maintenance or maintenance free design.
3. _____ Lighting: Four adjustable front 55 watt halogen work lights, four adjustable rear 55 watt halogen work lights, brake lights, turn signals, four way hazard flashers.
4. _____ Instrumentation: Gauges and readouts consisting of engine coolant temperature, tachometer, hourmeter, fuel level, engine preheating, high coolant temperature, low engine oil pressure, air filter restriction, high transmission oil temperature, service indicator, battery charging, hydraulic oil filter restriction, high hydraulic oil temperature, low hydraulic oil temperature, direction indicators, gears, four wheel drive, reverse, forward, differential lock engagement, central warning indicator, and parking brake applied.
5. _____ Circuit Protection: Fuses and relays located in main panel within operator platform and battery box. Main circuit disconnect at battery positive terminal for added circuit protection.
6. _____ Accessory: 2-12 volt outlets for powered accessories, radio pre-wiring including antenna.

Hydraulic System

(Answer YES or NO)

1. _____ Type: Closed-center, load-sensing, flow-sharing hydraulics with a single variable displacement axial piston type pump - 42 gpm maximum flow at rated engine rpm. Transmission driven, rear mounted.
2. _____ System Pressure: 3,625 psi maximum. Loader and backhoe to run at the same system pressure.
3. _____ Hydraulic Separate oil reservoir not shared with other systems.
4. _____ Oil Cooler and Separate loader/backhoe hydraulic system oil cooler.
5. _____ Radiator: visible, heavy-duty, pressurized nylon expansion tank above/behind radiator.
6. _____ Hydraulic Hoses: Abrasion protection of valve to boom hoses. Hoses to have burst pressure at 4X working pressure and protected sheathing at major pivot joints.
7. _____ Hydraulic Safeguard system: Monitors the hydraulic oil temperature and automatically adjusts the hydraulic power to optimize the performance of the cooling system.
8. _____ Pipework: Combination of flexible and solid hydraulic lines routed for accessibility and protection.
9. _____ Pressure Ports: One each for system, load sensing, located near control valve at the back of machine, and hydraulic servo loader joystick pressures, accessible via a removable plate in front cab floor, or from the bottom of machine.

Backhoe Mainframe and Hydraulics

(Answer YES or NO)

Unitized, one piece mainframe with integral backhoe meeting the following criteria:

1. _____ Heavy-duty mainframe with sealed 2.5-inch swing post pins and swing cylinder pins.
2. _____ Pilot controls both SAE and ISO plus mechanical controls available as an option.
3. _____ Fabricated boom and dipper 5-ton cast steel lift eye in bucket linkage, 1-inch diameter.
4. _____ Switch-activated hydraulic boom lock Manual swing locking pin Backhoe with SAE Maximum dig depth to equal 14' 9" (18'3" extended) w/Quick attach.
5. _____ Extendible dipper: Dipper digging force (SAE) ret. to equal or exceed 8,715 lbs. (6,402 lbs. extended).
Bucket digging force (SAE) to equal or exceed 13,296 lbs.
6. _____ Bucket capable of minimum 194 degrees rotation.
7. _____ Externally adjustable nylatron wear pads that require no lubrication.
8. _____ Internal sliding extendible dipper Backhoe bucket: 24" heavy duty, .27 cubic yard capacity, backhoe bucket, 5 replaceable high performance teeth, full width wear strips welded to bottom and sides, tapered angles, 8" toe plate.

Serviceability and Maintenance

(Answer YES or NO)

Machine service and maintenance design to enhance operator convenience and ease of maintenance and including the following:

1. _____ Operator standing on the ground must be able to check engine oil, transmission oil, brake fluid, engine coolant.
2. _____ Operator standing on the ground must be able to top off engine oil, transmission oil, fuel, brake fluid, engine coolant.
3. _____ Opening of engine compartment hood must be without the use of tools with operator standing on the ground and lockable and no panel removal required.
4. _____ Cab doors, hood release, battery access, toolbox, and fuel cap must be opened using the engine start key.
5. _____ Two removable access plates within cab floor, one in front, and one in rear, for accessing key components.
6. _____ Daily maintenance checks (every 10 hours)
7. _____ Transmission oil, engine oil, hydraulic oil, engine coolant.
8. _____ Weekly greasing intervals (every 50 hours).
9. _____ Loader, backhoe, and front axle grease points.

Service Intervals:

10. _____ Change every 500 hours-engine oil, transmission filter, engine filter, hydraulic filter.
11. _____ Change every 1000 hours-axle oil, transmission oil, primary air filter and fuel filter.
12. _____ Change every 2000- secondary air filters.
13. _____ Change every 3000 hours---engine coolant.

Safety and Security

(Answer YES or NO)

1. _____ Unit to be equipped with four-post rollover protective structure (ROPS), and falling objects protective structure (FOPS) and retractable seat belt meeting SAE J1040 and SAE J23I criteria.
2. _____ Unit to be equipped with independent parking brake and integral, heavy-duty loader service strut.
3. _____ Vandalism protection must include key lockable engine and battery compartments and cab door locks (if equipped).
4. _____ All locks must be operated with the engine start key.
5. _____ Audible backup alarm.
6. _____ Backhoe stabilizers equipped with anti-drift/balance valves.
7. _____ Cushioned swing, boom, and bucket cylinders.
8. _____ Dual entry.
9. _____ Three serrated, self-cleaning bolt-on steps, handrails to allow 3 points of contact entering/exiting.

Warranty

(Answer YES or NO)

1. _____ Standard Warranty: 12 months, unlimited hours.

Additional Attachments Required

(Answer YES or NO)

1. _____ Loader attachment bracket- Hydraulic.
2. _____ Backhoe attachment bracket- manual.
3. _____ Boom Suspension System for ride control.
4. _____ Additional front counterweights.
5. _____ Rotating roof-mounted magnetic beacon with in-cab switch.
6. _____ Dual batteries.
7. _____ Sun visor.
8. _____ Exterior rear view mirrors-left and right side with brackets.
9. _____ Three inch wide seat belt.
10. _____ Optional Kits: Boom Suspension System for ride control.

Manuals

The Successful bidder shall provide the following manuals:

1. Two (2) operators' manuals per unit (four (4) total)
2. Two (2) shop repair manuals per unit (four (4) total)

3. Two (2) Repair Parts manuals per unit (four (4) total)
4. Two (2) Engine parts manuals per unit (four (4) total)
5. Two (2) Engine service manuals per unit (four (4) total)

Service before delivery:

Prior to delivery, the backhoes shall be completely serviced and checked by the vendor in the vendor's shop to ensure the equipment is operating as designed.

Delivery Schedule:

Please state below the delivery schedule of the completed backhoes and any additional attachments that the City of Newton may purchase.

END OF SECTION

CITY OF NEWTON

BIDDER'S QUALIFICATIONS AND REFERENCES FORM

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheet for starred items. This information will be utilized by the City for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

1. FIRM NAME: _____
2. WHEN ORGANIZED: _____
3. INCORPORATED? _____ YES _____ NO DATE AND STATE OF INCORPORATION: _____
4. IS YOUR BUSINESS A **MBE**? _____ YES _____ NO **WBE**? _____ YES _____ NO or **MWBE**? _____ YES _____ NO
- * 5. LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANTICIPATED DATE OF COMPLETION:

- * 6. HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU?
_____ YES _____ NO
IF YES, WHERE AND WHY?

- * 7. HAVE YOU EVER DEFAULTED ON A CONTRACT? _____ YES _____ NO
IF YES, PROVIDE DETAILS.

- * 8. LIST YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT:

- * 9. IN THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING CONTRACTS COMPLETED BY YOUR FIRM SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF FOUR (4) CONTRACTS SHALL BE LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED, BUT NOT MANDATORY.

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____

DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

10. The undersigned certifies that the information contained herein is complete and accurate and hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City in verification of the recitals comprising this statement of Bidder's qualifications and experience.

DATE: _____ BIDDER: _____

SIGNATURE: _____

PRINTED NAME: _____ TITLE: _____

END OF SECTION

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee club, or other organization, entity, or group or individuals.

(Signature of individual)

Name of Business

City of Newton



Mayor
Setti D. Warren

Purchasing Department
Nicholas Read & Chief Procurement Officer
1000 Commonwealth Avenue
Newton Centre, MA 02459-1449
purchasing@newtonma.gov

Telephone
(617) 796-1220
Fax:
(617) 796-1227
TDD/TTY
(617) 796-1089

Date

Vendor

Re: Debarment Letter for Invitation For Bid #14-27

As a potential vendor on the above contract, the City requires that you provide a debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

Debarment:

Federal Executive Order (E.O.) 12549 “Debarment and Suspension“ requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

I hereby certify under pains and penalties of perjury that neither I nor any principal(s) of the Company identified below is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

____ (Name)
____ (Company)
____ (Address)
____ (Address)
PHONE _____ FAX _____
EMAIL _____

____ Signature

____ Date

If you have questions, please contact Nicholas Read, Chief Procurement Officer at (617) 796-1220.

**Request for Taxpayer
Identification Number and Certification**

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ -----
☐ Other (see instructions) ▶

X Exempt
payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

or

Employer identification number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign
Here**

Signature of
U.S. person ▶

Date ▶

Name

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

CITY OF NEWTON, MASSACHUSETTS

PURCHASING DEPARTMENT

GENERAL TERMS AND CONDITIONS

1. The right is reserved to reject any and all bids, to waive informalities, and to make award as may be determined to be in the best interest of the City of Newton.
2. Prices quoted must include delivery to the City, as specified on the Purchase Order.
3. No charges will be allowed for packing, crating, freight, Express or cartage unless specifically stated and included in the bid.
4. The award to the successful bidder may be canceled if successful bidder shall fail to prosecute the work with promptness and diligence.
5. Time in connection with discount offered will be computed from the date of delivery to the City, as specified on purchase order, or from date correct invoice is received by the City, if the latter date is later than the date of delivery.
6. The successful bidder shall replace, repair or make good, without cost to the City, any defects or faults arising within one (1) year after date of acceptance of articles furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Seller.
7. The Seller shall indemnify and save harmless the City and all persons acting for on behalf of it from all suits and claims against them, or any of them, arising from or occasioned by the use of any material, equipment or apparatus, or any part thereof, which infringes or is alleged to infringe on any patent rights. In case such material, equipment or apparatus, or any part thereof, in any such suit is held to constitute infringement, the Seller, within a reasonable time, will at its expense, and as the City may elect, replace such material, equipment or apparatus with non-infringing material, equipment or apparatus, or remove the material, equipment or apparatus, and refund the sums paid therefor.
8. The successful bidder shall comply with all applicable Federal State and Local laws and regulations.
9. Purchases made by the City are exempt from Federal excise taxes and bid prices must exclude any such taxes. Tax exemption certificates will be furnished upon request.
10. If so stated in the Invitation For Bid the successful bidder will be required to furnish a performance and/or a labor and material payment bond, in an amount, in a form and with a surety satisfactory to the City. The bidder shall be responsible for the cost of the bond(s).
11. If the Invitation for Bids requires bid surety, this surety shall be in the form of a cash, bid bond, cashier's check, treasurer's check, or certified check on a responsible bank, payable to the City of Newton, and must be filed with the original bid in the Office of the Chief Procurement Officer. Failure to do so will lead to rejection of bid. The bid surety will be returned to the successful bidder within seven (7) days execution of awarded, and approval by the City of performance and/or payment bond(s). In case of default, the bid surety shall be forfeited to the City.
12. Verbal orders are not binding on the City and deliveries made or work done without formal Purchase Order or Contract are at the risk of the Seller or Contractor and may result in an unenforceable claim.
13. The Seller shall agree to indemnify, defend and hold the City harmless from any and all claims arising out of the performance of this contract.
14. "Equality - An item equal to that named or described in the specifications of the contract may be furnished by the Vendor and the naming of any commercial name, trademark or other identification shall not be construed to exclude any item or manufacturer not mentioned by name or as limiting competition but shall establish a standard of equality only. An item shall be considered equal to the item so named or described if (1) it is at least equal in quality, durability, appearance, strength and design; (2) it will perform at least equally the function imposed by the general design for the work being contracted for or the material being purchased; and (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the specifications. The name and identification of all materials other than the one specifically named shall be submitted to the

City in writing for approval, prior to purchase, use or fabrication of such items. Subject to the provisions of M.G.L., Ch. 30, Sec. 39J, approval shall be at the sole discretion of the City, shall be in writing to be effective, and the decision of the City shall be final. The City may require tests of all materials so submitted to establish quality standards at the Vendor's expense. All directions, specifications and recommendations by manufacturers for installation, handling, storing, adjustment and operation of their equipment shall be complied with; responsibility for proper performance shall continue to rest with the Vendor.

For the use of material other than the one specified, the Vendor shall assume the cost of and responsibility for satisfactorily accomplishing all changes in the work as shown. If no manufacturer is named, the Vendor shall submit the product he intends to use for approval of the City.

Except as otherwise provided for by the provisions of M.G.L., Ch. 30, Sec. 39J, the Vendor shall not have any right of appeal from the decision of the City condemning any materials furnished if the Vendor fails to obtain the approval for substitution under this clause. If any substitution is more costly, the Vendor shall pay for such costs."

15. Notice is hereby given that the Mayor's Affirmative Action Plan for the City of Newton, dated July 1995 Applicable to all contract in excess of \$10,000.00 A copy of this plan is on file at the City of Newton, Purchasing Dept. This paragraph applies to City of Newton purchases only.
16. Notice is hereby given that the City of Newton Minority/Women Business Enterprise Plan dated December 1999 is applicable to all City of Newton contracts for materials and supplies. A copy of this plan may be obtained from the Purchasing Department.
17. Right To Know:

Any vendor who receives an order or orders resulting from this invitation agrees to submit a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance or mixture containing such substance, pursuant to M.G.L., Ch. 111F, SS8, 9 and 10 and the regulations contained in 441 CMR SS 21.06 when deliveries are made. The vendor agrees to deliver all containers properly labeled pursuant to M.G.L. Ch. 111F, SS 7 and the regulations contained in 441 CMR SS 21.05. Failure to submit an MSDS and/or label on each container will place the vendor in noncompliance with the purchase order. Failure to furnish MSDSs and/or labels on each container may result in civil or criminal penalties, including bid debarment and action to prevent the vendor from selling said substances or mixtures containing said substances within the Commonwealth. All vendors furnishing substances or mixtures subject to Chapter 111F of the M.G.L. are cautioned to obtain and read the law and rules and regulations referred to above. Copies can be obtained from the State House Book Store, Secretary of State, State House, Room 117, Boston, MA 02133, (617-727-2834) for \$2.00 plus \$.65 postage.

FAILURE TO COMPLY WITH THESE TERMS AND CONDITIONS COULD RESULT IN THE CANCELLATION OF YOUR CONTRACT.

CERTIFICATION OF TAX COMPLIANCE

Pursuant to M.G.L. c.62C, §49A and requirements of the City, the undersigned acting on behalf of the Contractor certifies under the penalties of perjury that the Contractor is in compliance with all laws of the Commonwealth relating to taxes including payment of all local taxes, fees, assessments, betterments and any other local or municipal charges (unless the Contractor has a pending abatement application or has entered into a payment agreement with the entity to which such charges were owed), reporting of employees and contractors, and withholding and remitting child support.*

**Signature of Individual
or Corporate Contractor (Mandatory)

Print Name:_____

By: _____
Corporate Officer
(Mandatory, if applicable)

Print Name:_____

*** Contractor's Social Security Number
(Voluntary) or Federal Identification Number

Date: _____

* The provision in this Certification relating to child support applies only when the Contractor is an individual.

** Approval of a contract or other agreement will not be granted until the City receives a signed copy of this Certification.

*** Your social security number may be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended.